

**SETTLEMENT AGREEMENT**

THIS AGREEMENT is entered into by the United States Department of Agriculture, Animal and Plant Health Inspection Service ("APHIS"), and Dot's Little Doggies, Inc., with reference to the following facts:

1. At all times mentioned herein, Dot's Little Doggies, Inc. operated as a Dealer under the Animal Welfare Act (7 U.S.C. § 2131 *et seq.*) (the "AWA") at the facility located at 3754 E. 245th Street, Lyndon, Kansas, 66451.

2. APHIS has documented evidence of Dot's Little Doggies, Inc.'s non-compliance with the AWA and the regulations promulgated thereunder (9 C.F.R. § 1.1 *et seq.*), and specifically, has documented evidence of Dot's Little Doggies, Inc.'s failure to provide adequate veterinary care and properly maintain housing facilities in a manner as to ensure the safety, health, and well-being of the animals as required by the AWA regulations and AWA standards for the humane handling and treatment of animals (9 C.F.R. §§ 2.40, 3.1).

3. APHIS has not instituted an administrative enforcement action based on the findings described above in paragraph 2.

4. APHIS and Dot's Little Doggies, Inc. have determined to settle the issues related to the potential violations of the AWA and the regulations and standards issued thereunder, as described above.

NOW, THEREFORE, it is agreed as follows:

5. Dot's Little Doggies, Inc. admits that the Secretary has jurisdiction in this matter, and waives oral hearing and further procedure.

6. Dot's Little Doggies, Inc. consents and agrees to the following:

a. Dot's Little Doggies, Inc. agrees to sell, donate, and/or transfer ownership and possession of any dogs on its premises,

regardless of ownership, within twelve (12) weeks from the date Dot's Little Doggies, Inc. signs this Settlement Agreement.

b. Animal Care will, upon written request, grant a one-time exemption from the licensing requirements for the transfer, movement, and/or sale of any dog that Dot's Little Doggies, Inc. holds at the time Dot's Little Doggies, Inc. signs this Settlement Agreement, to include the transportation of dogs that are less than eight (8) weeks of age.

c. Animal Care will, upon written request, grant an exemption for Dot's Little Doggies, Inc. to retain a reasonable number of dogs that are maintained for its own personal use and enjoyment, provided that the laws of the jurisdiction where Dot's Little Doggies, Inc. operates allows it to keep the animals.

d. At a time that is mutually agreeable to both parties, Animal Care shall take an inventory of the animals currently present at Dot's Little Doggies, Inc. facility to determine its existing inventory of animals, and Animal Care shall take a second inventory of the animals present at the Dot's Little Doggies, Inc. facility within twelve (12) weeks from the date Dot's Little Doggies, Inc. signs this Settlement Agreement to verify compliance with paragraph (a) above. Dot's Little Doggies, Inc. shall not unreasonably withhold its consent to a time and date for Animal Care to conduct the inventories. Dot's Little Doggies, Inc. shall document all sales, donations, and transfers of ownership and provide copies of those documents to Animal Care within twelve (12) weeks from the date Dot's Little Doggies, Inc. signs this Settlement Agreement.

e. As of the date Dot's Little Doggies, Inc. signs this Settlement Agreement, AWA license 48-A-1755 is hereby revoked.

f. Dot's Little Doggies, Inc. and any partnerships, firms, corporations or other legal entities that it controls or in which it has a substantial interest, financial or otherwise, are permanently disqualified from (a) obtaining an Animal Welfare Act license, and (b) engaging in activities governed by the Animal Welfare Act (7 U.S.C. § 2131 *et seq.*) and regulations issued thereunder (9 C.F.R. § 1.1 *et seq.*), either directly or indirectly, on or off 3754 E. 245th Street, Lyndon, Kansas, 66451.

7. Dot's Little Doggies, Inc. consents and agrees that its failure to comply with the terms of this Settlement Agreement shall automatically void paragraph 8 below, and that APHIS shall have the right to immediately institute enforcement proceedings against Dot's Little Doggies, Inc. based upon the non-compliant items documented at 3754 E. 245th Street, Lyndon, Kansas, 66451, in connection with animal welfare investigation KS150010-AC, and any future violations, and to pursue any and all remedies available to APHIS under the AWA.

8. For and in consideration of Dot's Little Doggies, Inc.'s agreements and actions described in paragraph 6 above, and the promises and admissions of Dot's Little Doggies, Inc. set forth herein, APHIS agrees not to institute an administrative or civil enforcement action against Dot's Little Doggies, Inc. in connection with the alleged AWA violations documented in animal welfare investigation KS150010-AC.

APHIS and Dot's Little Doggies, Inc. warrant and represent that their respective representatives, whose signatures appear below, have the authority to execute this Settlement Agreement and to bind each of the parties, respectively, to this Settlement Agreement.

An Equal Opportunity Provider and Employer

Reference Number: KS150010-AC
Issuance Date: May 19, 2016
Version: Final



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Dot's Little Doggies, Inc.

Signature

Date:

6-13-16

U.S. DEPARTMENT OF AGRICULTURE  
ANIMAL AND PLANT HEALTH INSPECTION SERVICE

Signature

Date:

6-16-2016

Stephen M. Bennett  
Acting Director  
Investigative and Enforcement Services  
Animal and Plant Health Inspection Service  
United States Department of Agriculture

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